



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Walbar Inc.  
**File:** B-237228  
**Date:** January 25, 1990

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### DIGEST

Protest of award of a contract for source controlled item to approved source is denied where protester fails to demonstrate that agency's affirmative determination of awardee's responsibility was the result of fraud or bad faith on the part of the contracting officer, and solicitation did not contain a definitive responsibility criterion.

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### DECISION

Walbar Inc. protests the award of a contract to General Electric Supply Company (GE) under request for proposals (RFP) No. F34601-89-R-50402, issued by the Department of the Air Force for the acquisition of a quantity of jet engine blades used in the B-1 bomber. Walbar argues that it is the only firm approved by the Air Force to manufacture this source controlled item.

We deny the protest.

The RFP called for offers to provide a quantity of jet engine blades, part No. 1282M57P01, and listed Walbar and GE as the only currently approved sources for the items. Both firms submitted offers. Neither firm took exception to any of the RFP's requirements. The contracting officer concluded that GE was a responsible firm. Award was made to GE as the low responsible offeror. This protest followed.

Walbar challenges the Air Force's affirmative determination of responsibility with respect to GE on two grounds. First, the protester alleges that the Air Force acted in bad faith in determining GE to be responsible. In this regard, Walbar argues that it is the only approved manufacturer of the part in question and that GE's approval as a source rested on the fact that the firm had been a supplier of Walbar-manufactured parts. According to the protester, the

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contracting officer knew or should have known that GE would not be subcontracting to supply Walbar-manufactured blades because the firms had submitted separate offers.

Second, the protester alleges that even if the contracting officer's actions in finding GE responsible did not amount to bad faith, his determination rested upon the misapplication of a definitive responsibility criterion contained in the RFP. In this regard, Walbar alleges that the RFP's requirement that only source-approved engine blades be supplied is a definitive responsibility criterion.

The Air Force responds that the award was proper because GE unequivocally offered to provide the source-approved item and took no exception to the RFP's requirements. Consequently, the Air Force argues that GE is legally obligated to furnish only engine blades manufactured by a source-approved manufacturer. The Air Force also reports that GE was approved as a source by the responsible engineering activity and has been the vendor for the item in the past. Further, GE's sister company, General Electric Aircraft Engine Business Group (AEBG), was the original equipment manufacturer of the B-1 bomber engines. GE was approved as a source only after the Air Force received AEBG's concurrence of GE as an approved source. Additionally, the Air Force argues that whether or not GE in fact furnishes source-approved engine blades is a matter of contract administration and, thus, not for consideration by our Office.

Our Office will object to an agency's determination that an offeror is responsible only if a protester shows that the agency acted in bad faith or misapplied a definitive responsibility criterion. 4 C.F.R. § 21.3(m)(5) (1989). A definitive responsibility criterion is an objective standard established by an agency for a particular procurement for measuring an offeror's ability to perform the contract. Nations, Inc., B-220935.2, Feb. 26, 1986, 86-1 CPD ¶ 203. In effect, the criterion represents the agency's judgment that an offeror's ability to perform in accordance with the specifications for that procurement must be measured not only against traditional and subjectively evaluated responsibility factors, such as adequate facilities and financial resources, but also against a more specific requirement, compliance with which at least in part can be determined objectively. Id.

On the other hand, the offeror's ability to meet specification requirements concerning the product to be furnished is encompassed by the contracting officer's

subjective responsibility determination. Zero Manufacturing Co.--Request for Reconsideration, B-224932.2, Oct. 28, 1986, 86-2 CPD ¶ 485. For example, a specification requirement that components shall be "standard products" is only a performance requirement--it requires the contractor to furnish an end product that has such components. Id. The component requirement itself, however, is not a definitive responsibility criterion. See C.R. Daniels, Inc., B-221313, Apr. 22, 1986, 86-1 CPD ¶ 390.

The RFP's requirement that only source-approved engine blades be supplied is a requirement that, as far as the ability to meet it is concerned, is encompassed in the contracting officer's subjective responsibility determination. Noah Howden, Inc., B-227979, Oct. 22, 1987, 87-2 CPD ¶ 386. The record shows that the cognizant agency engineering activity has determined that GE is an approved source and is also recognized as such by the prime contractor. There is no indication from the record that GE was approved as a source solely on the basis of Walbar supplying the blades. Based on this information, the contracting officer concluded that the firm was responsible, and the protester has offered no evidence to show that the Air Force acted fraudulently or in bad faith in relying on this information. In addition, as discussed above, the RFP did not establish the source-approved item requirement as a definitive responsibility criterion. Finally, we agree with the Air Force that the question of whether GE will ultimately furnish source-approved items is a question of contract administration and, therefore, not for consideration by this Office. 4 C.F.R. § 21.3(m)(1) (1989).

The protest is denied.

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